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22 FIDELITY NATIONAL TITLE INSURANCE COMPANY,  
23 FIDELITY NATIONAL TITLE AGENCY OF NEVADA, INC.,  
24 and CHICAGO TITLE OF NEVADA, INC.

25 DESIGNATED LOCAL COUNSEL FOR SERVICE OF  
26 PROCESS ON SINCLAIR BRAUN LLP PER L.R. IA 11-1(b)

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**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

BANK OF AMERICA, N.A.,

Plaintiff,

vs.

FIDELITY NATIONAL TITLE GROUP,  
INC., ET AL.,

Defendants.

Case No.: 2:21-CV-00399-JAD-NJK

**STIPULATION TO STAY CASE  
PENDING WELLS FARGO II APPEAL  
& ORDER**

ECF Nos. 9, 10, 14

Plaintiff Bank of America, N.A. ("BANA") and Defendants Fidelity National Title Group, Inc., Commonwealth Land Title Insurance Company, Chicago Title Insurance Company, Fidelity

1 National Title Insurance Company, Fidelity National Title Agency of Nevada, Inc., and Chicago  
 2 Title of Nevada, Inc. (collectively, “Defendants,” and with BANA, the “Parties”), by and through  
 3 their undersigned counsel, stipulate and agree as follows, subject to the approval of the District  
 4 Court:

5 **WHEREAS**, this is one of several title insurance coverage disputes pending in this district  
 6 following an HOA foreclosure sale. The majority of cases concern the ALTA 1992 loan policy of  
 7 title insurance with form 1 coverage, along with the CLTA 100/ALTA 9 Endorsement and either  
 8 the CLTA 115.1/ALTA 4 Endorsement or the CLTA 115.2/ALTA 5 Endorsement;

9 **WHEREAS**, one such matter is on appeal in *Wells Fargo Bank, N.A. v. Fidelity National*  
 10 *Title Ins. Co.*, Ninth Cir. Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-  
 11 WGC) (the “*Wells Fargo II Appeal*”). The parties to that case—whose counsel are also counsel in  
 12 this action—have been advised that the Ninth Circuit is considering the *Wells Fargo II Appeal* for  
 13 oral argument sometime in the Summer of 2021;

14 **WHEREAS**, the Parties anticipate that the Ninth Circuit Court of Appeals’ decision in the  
 15 *Wells Fargo II Appeal* will likely touch upon issues regarding the interpretation of the title  
 16 insurance policy that could potentially affect the disposition of this action, particularly given some  
 17 of the similarities between the policy at issue in *Wells Fargo II Appeal* and the policy here;

18 **WHEREAS**, BANA has filed a motion to remand this action to the Eighth District Court  
 19 (ECF No. 9) and a motion for fees (ECF No. 10);

20 **WHEREAS**, Defendants’ time to oppose the motion to remand, to oppose the motion for  
 21 fees, and to file responsive pleadings has not yet expired;

22 **WHEREAS**, an amended removal petition was filed on April 8, 2021 (ECF No. 11);

23 **WHEREAS**, because the *Wells Fargo II Appeal* has the potential to resolve certain  
 24 matters at issue in this case, the Parties stipulate and agree that a stay in this particular case  
 25 pending the outcome *Wells Fargo II Appeal* is appropriate;

26 **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby  
 27 stipulate and agree as follows:

28 1. The instant action shall be **STAYED** pending the issuance of the mandate pursuant to

1 Fed. R. App. P. 41(a) in the *Wells Fargo II* Appeal.

2 2. Defendants' deadline to oppose BANA's motion to remand this action to the Eighth  
3 District Court (ECF No. 9) and motion for fees (ECF No. 10) is hereby  
4 **CONTINUED**, and will be reset by mutual agreement of the Parties once the stay is  
5 lifted, without prejudice to any arguments that Defendants might assert in opposition  
6 to those motions.

7 3. BANA reserves its right to move to strike the amended removal petition (ECF No. 11),  
8 and without waiver of the Parties' respective positions regarding the merits of such  
9 motion, the Parties stipulate and agree that it, in the interests of judicial economy, the  
10 briefing on such motion shall be deferred until after the stay is lifted.

11 4. To the extent that BANA has served the complaint and summons on any of  
12 Defendants, their deadline to file a responsive pleading arising under Fed. R. Civ. P.  
13 12 is hereby **VACATED** without prejudice to any defenses that such Defendants  
14 might assert under Fed. R. Civ. P. 12. Defendants' deadline to file responsive  
15 pleadings will be reset when the stay of this action is lifted.

16 5. The Parties shall submit their proposed schedule to complete briefing on the motion to  
17 remand, the motion for fees, and for the served Defendants to file their responsive  
18 pleadings within 30 days of when the stay is lifted.

19 6. Each of the Parties may request a Fed. R. Civ. P. 26(f) conference at any time 180 days  
20 after the order granting this stipulation.

21 7. By entering into this stipulation, none of the Parties is waiving its right to subsequently  
22 move the Court for an order lifting the stay in this action.

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8. Nothing contained in this stipulation will prevent the Parties from propounding and enforcing subpoenas to third parties for the purposes of preserving evidence in the possession of third parties.

Dated: April 13, 2021

WRIGHT, FINLAY & ZAK

By: /s/-Darren T. Brenner  
DARREN T. BRENNER  
Attorneys for Plaintiff  
BANK OF AMERICA, N.A.

Dated: April 13, 2021


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TITLE INSURANCE COMPANY,  
FIDELITY NATIONAL TITLE INSURANCE  
COMPANY, FIDELITY NATIONAL TITLE  
AGENCY OF NEVADA, INC., and  
CHICAGO TITLE OF NEVADA, INC.

### ORDER

Based on the parties' stipulation [ECF No. 14] and good cause appearing, IT IS SO ORDERED.

IT IS FURTHER ORDERED that **this case is STAYED** FOR ALL PURPOSES pending the issuance of the mandate in *Wells Fargo Bank, N.A. v. Fidelity National Title Ins. Co.*, Ninth Cir. Case No. 19-17332 (“the *Wells Fargo II* appeal”). The Clerk of Court is directed to **ADMINISTRATIVELY CLOSE this case and administratively terminate all active motions [ECF Nos. 9, 10]**. The parties must move to lift the stay, reopen this case, and reactivate any previously filed motions within 30 days of the issuance of the mandate in the *Wells Fargo II* appeal.

  
U.S. District Judge Jennifer A. Dorsey  
Dated: April 22, 2021